Kan. —, 48 Pac. Rep. 875; *Bank* v. *Rand,* 38 N. H. 166. It did not appear from the evidence that the money was used for illegal purposes, but had such been the case, as long as plaintiff was not aware of that fact when he accepted the note he would not be precluded from recovering, as the note, standing alone, was valid in its origin and would remain so until in some way connected with the illegal contract. *Wilcoxson* v. *Logan,* 91 N. C. 449; *Adams* v. *Rowan,* 16 Miss. 624. To do this would take something more than merely the use of the proceeds received for the note in an election bribery. It is the law in Kentucky that when a note is given on Sunday the maker cannot have it declared void without returning the consideration received therefor. *Green* v. *Southworth,* 2 Ky. Law Rep. 233.

BILLS AND NOTES—NOTICE OF PROTEST.—Action against the indorsee of a negotiable promissory note. He defends on the ground that no notice of dishonor was given him. The evidence shows that the notary public prepared the notice and left it in the usual place in the office for outgoing mail. The parties all resided in the same place. *Held,* the evidence is insufficient to show mailing of the notice. *Goucher* v. *Carthage Novelty Co.* (1906), — Mo. App. —, 91 S. W. Rep. 447.

To show that the proper notice has been given by mail it is necessary not only to show that the notice was prepared but also that it was mailed. *Bank* v. *Tweed,* 4 Houst. 97; *Brailsford* v. *William's,* 15 Md. 150, 74 Am. Dec. 559; *Schoneman* v. *Fegley,* 14 Pa. St. 376; *Bank* v. *Strong,* 28 Vt. 316, 67 Am. Dec. 714. See also *Swampscott Machine Co.* v. *Rice,* 159 Mass. 404, 34 N. E. Rep. 520, and DANIEL NEGOT. INSTR. (5th Ed.) § 1054.

CARRIER—INVALID TICKET—TENDER OF CASH FARE—EJECTION OF PASSENGER—Plaintiff (appellee here) attempted to ride from X to Z over defendant company's railroad on the return portion of an expired round-trip ticket. Upon refusing to pay his fare in cash he was ejected from the train at Y, the next station, but immediately re-entered the coach and after the train had started offered to pay the fare from Y to Z. The conductor, however, demanded payment for the entire trip, and plaintiff having again refused was once more ejected. In this appeal from a judgment for plaintiff, *held* that the journey from Y to Z was not separate, but a part of the journey from X to Z, and that plaintiff's failure to pay the entire fare rendered him a mere intruder, and liable to immediate expulsion. *Gulf C. & S. F. Ry. Co.* v. *Riney* (1906), — Texas Civil Appeals —, 92 S. W. Rep. 54.

Most of the cases which have been decided upon a state of facts similar to the one here outlined agree with the latter in holding that fare must be paid for the entire trip. *Swan* v. *Manchester & L. R. R.,* 132 Mass. 116, 42 Am. Rep. 432; *Pennington* v. *Philadelphia, W. & B. R. Co.,* 62 Md. 95; *Stone* v. *Chicago & N. W. R. Co.,* 47 Ia. 82, 29 Am. Rep. 458; *Manning* v. *Louisville & Nashville R. Co.,* 95 Ala. 392, 16 L. R. A. 55. So also where a passenger has been forced to stand for some time but finally procures a seat he must pay for the whole distance to avoid ejection. *Davis* v. *Kansas City, St. J. & C. B. R. Co.,* 53 Mo. 317, 14 Am. Rep. 457. Some courts have even gone so far as to hold that after a passenger has been ejected for a positive

refusal to pay the proper fare, he has no right to pay and continue his journey on the same train. *Pease* v. *Delaware, L. & W. R. Co.,* 11 Daly 350; *People* v. *Jillson,* 3 Park. Crim. Cas. 234; *O'Brien* v. *Boston & W. R. Co.,* 15 Gray 20, 77 Am. Dec. 347. And if the train has been stopped for the express purpose of ejecting a passenger, an offer on his part, before ejection, to pay the fare demanded need not be accepted. *Cincinnati, S. & C. R. Co.* v. *Skillman,* 39 Ohio St. 445; *Hibbard* v. *New York & E. R. Co.,* 15 N. Y. 455; *Hoffbauer* v. *Delhi & N. W. R. Co.,* 52 Iowa 342, 35 Am. Rep. 278. Otherwise, where the train has stopped at a regular stopping-place. *O'Brien* v. *New York Cent. & H. R. R. Co.,* 80 N. Y. 236. A bona fide belief on the part of a passenger that an expired ticket is good will not protect him against ejection. *Rudy* v. *Rio Grande Western R. Co.,* 8 Utah 165.

COMMON CARRIERS—EXPRESS COMPANIES—MUNICIPAL TAX ON DELIVERY OF INTOXICATING LIQUORS—MANDAMUS TO COMPEL TRANSPORTATION.—Plaintiff in error refused to carry, from Atlanta to Lawrenceville, a jug of whisky consigned by defendant in error to one J. L. Exum, on the ground that the city of Lawrenceville had imposed a tax of $1,000 a year on all carriers which delivered liquors within its corporate limits; and defendant in error instituted mandamus proceedings to compel the carriage. *Held,* that mandamus would lie, and that the ordinance was invalid. *Southern Express Co.* v. *R. M. Rose Co.* (1906), — Ga. —, 53 S. E. Rep. 185.

The express company contended that the defendant in error had an adequate remedy at law in an action for damages, and that, if mandamus would lie at all, the consignee was the proper party to apply for the writ. The court held otherwise, basing its decision upon Section 2278 of the Civil Code of Georgia (1895), which provides: "A common carrier holding himself out to the public as such, is bound to receive all goods and passengers offered that he is able and accustomed to carry, upon compliance with such reasonable regulations as he may adopt for his own safety and the benefit of the public"; and upon Section 4869 of the same, which provides: "A private person may by mandamus enforce the performance by a corporation of a public duty as to matters in which he has a special interest." The ordinance in question was really prohibitory because the receipts of the express company for that sort of business had not been over $500 a year. The court, however, did not consider this point, and decided that the ordinance was invalid because it was not permissible under the charter of the city of Lawrenceville, either as a police regulation or as a tax measure. Justice Candler, in a separate opinion, says that it is immaterial whether the ordinance is valid or invalid, and that the express company must carry the goods anyway. If such an ordinance, which, in effect, was prohibitory, were held to be valid, many interesting questions would arise. This would place the carrier in the position of being compelled to carry at a loss. In any event, the carrier is compelled to test all such ordinances in the courts. Otherwise, if they refuse to carry, they are liable in damages to the consignor; if they carry, they must pay the tax and do business at a loss.